

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 3/15-2/16/06

Division: Community Services

Bulk Item: Yes X No

Department: Social Services/Nutrition

Staff Contact Person: Janice Drewing

AGENDA ITEM WORDING:

Request award of bid and approval of food service contract for Monroe County Nutrition Program and Bayshore Manor Adult Living Facility between Monroe County BOCC and G. A. Food Service, Inc. for a period of nine-months beginning on April 1, 2006 and ending December 31, 2006, with option to renew for two consecutive years, through contract amendment beginning on January 1, 2007.

ITEM BACKGROUND:

The contract will provide for service of frozen, fresh, and shelf stable meals for the Title II C-1, Congregate Meal Program and Title II C-2, Home-Delivered Meal Program and Bayshore Manor Adult Living Facility for April 1, 2006-December 31, 2006. The contract provides for a two-year renewal option beginning in January 2007. This is necessary to ensure that food will be provided in 2006 to clients of the Nutrition Program and Bayshore Manor. Food will be provided at a cost of \$2.93 per meal. Total contract amount not to exceed \$200,000.

PREVIOUS RELEVANT BOCC ACTION:

Amendment to extend existing G.A. Food Service Contract, until March 31, 2006 approved November 17, 2005.

CONTRACT/AGREEMENT CHANGES:

Cost per meal increases from \$2.85 to \$2.93.

STAFF RECOMMENDATIONS:

Approval.

TOTAL COST: not to exceed \$200,000

BUDGETED: Yes X No


COST TO COUNTY: -0-

SOURCE OF FUNDS: OAA Contract

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty smj OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:



Sheila Barker, Community Services

DOCUMENTATION: Included X Not Required To Follow

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with:

Effective Date: 4/1/06

Expiration Date: 12/31/06

Contract Purpose/Description: Request award of bid and approval of contract with G.A. Foods, Inc. to provide food service for the Monroe County Nutrition Program for meals served for Congregate (Meal Site) and Home-Delivered Meal Program Clients, who are over 60 years of age and for clients of Bayshore Manor Adult Living Facility. Cost per meal is \$2.93. Contract will begin April 1, 2006 and expire, December 31, 2006, with a two-year renewal option beginning January 1, 2007.

Contract Manager: Janice Drawing
(Name)

4523
(Ext.)

Community Services/Nutrition
(Department)

for BOCC meeting on 3/15-3/16/06

Agenda Deadline: 2/28/06

CONTRACT COSTS

Total Dollar Value of Contract: \$not to exceed
\$200,000

Current Year Portion: \$not to exceed
\$200,000

Budgeted? Yes ☒ No ☐

Account Codes: 125-61531-06-33162OH-

Grant: \$

125-61532-06-33162OH-

County Match: \$-0-

-61504-530-491-Bayshore

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr
(Not included in dollar value above)

For:
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Sheree A. Barker</u>	<u>3-3-06</u>
Risk Management	<u>3-2-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slach</u>	<u>3-2-06</u>
O.M.B./Purchasing		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	
County Attorney		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	
Comments:				

AMENDMENT TO AGREEMENT
Monroe County Nutrition Program

THIS AMENDMENT made this 17th day of November, 2004, by and between the Board of County Commissioners of Monroe County, Florida, a body corporate and politic existing under the laws of the State of Florida, hereinafter called the Sponsor, and GA Food Service, Inc., a Florida corporation whose mailing address is 12200 32nd Court North, St. Petersburg, Florida, hereinafter called the Caterer.

WITNESSETH

WHEREAS, the parties hereto did enter into an agreement dated December 18, 2002 for the provision of meals for the Monroe County Nutrition Program Congregate and Home-Delivered Meals operated by Monroe County; and

WHEREAS, said agreement provided an option to the Sponsor to renew the contract twice, each time for an additional year; and

WHEREAS, the Sponsor has elected to exercise said option for the benefit of the Monroe County Nutrition Program; now, therefore,

IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties agree as follows:

1. The Sponsor elects to renew the contract for an additional year pursuant to the contract entered into on December 18, 2002.
2. The effective date of this amendment is January 1, 2005 and shall extend through December 31, 2005.
3. Paragraph 10 of the contract, entered into December 18, 2002, shall be amended to provide for the cost per meal to be \$2.85 for the period covered by this amendment
4. GA Food Service shall provide evidence of insurance which names the Board of County Commissioners (BOCC) as additional insured for the year 2005.
5. All other terms and conditions of the contract dated October 13, 1999, as previously amended shall remain in full force and effect.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: Daniel C. DeSantis

Deputy Clerk

By: W. J. M. Spelman

Mayor/Chairman

(SEAL)

Attest:

GA FOOD SERVICE, INC.

By: Kenneth A. Hutton

Secretary

By: Sam J. Hutton

President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Suzanne A. Hutton
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date 11/24/04

CONTRACT (AGREEMENT)
FOR FOOD SERVICE

AGREEMENT

THIS AGREEMENT, made and entered into this 15 th day of March, 2006, by and between MONROE COUNTY, a political subdivision of the State of Florida, 1100 Simonton Street, Key West, FL. 33040 (hereinafter called "County"), and G.A. Food Service, Inc., a Florida corporation whose address is 12200 32nd Court North, St. Petersburg, Florida (hereinafter called "Contractor")

WITNESSETH:

WHEREAS, County desires to utilize the food preparation facilities and delivery systems of the Contractor for the purpose of providing meals for senior citizens participating in the Older Americans Act Title III-C Nutrition Program (hereinafter called "Program"); and

WHEREAS, Contractor desires and is qualified to provide the meals and services needed by County for the Program;

NOW, THEREFORE, the parties agree as follows:

1. THE CONTRACT

The contract between the County and the contractor, of which this agreement is a part, consists of the contract documents, as specified in paragraph 2.

2. THE CONTRACT DOCUMENTS

The contract documents consist of this Agreement, the specifications, all change orders and/or substitutions, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the Contractor's bid proposal dated February 22, 2006 and all required insurance documentation.

3. SCOPE OF THE WORK

The Contractor shall provide all necessary supplies and equipment required and perform all of the work and services described in the Request for Bids entitled:

2006 FOOD SERVICE MEAL CATERING

which shall include

A. Providing meals according to the specifications which are attached hereto and incorporated by reference. The Contractor may, upon request of the County, make substitution for the items on the regular menu, according to the terms specified herein. The number of meals shall not exceed 50% above the maximum estimated number. If the County desires additional meals over and above the 50%, County shall notify Contractor in advance.

- B. Providing individual service site orders no later than Friday two weeks prior to the delivery date.
- C. Deliveries of frozen meals will be made to each designated meal site weekly. County shall notify contractor if the sites change.
- D. Delivery schedule will be subject to the holidays of the County and the Program shall notify Contractor of the dates.
- E. Contractor shall train County's staff on any new equipment or special handling of meals necessitated because of packaging or other requirements.

4. THE CONTRACT AMOUNT

The County shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, as follows:

\$2.93 per meal for all meals

5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the description of the meals to be provided and the service to be provided. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the County than against the Contractor.
- B. The passing, approval, and/or acceptance by the County of any of the services furnished by the Contractor shall not operate as a waiver by the County of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the County, if it sees fit, to correct the same and recover the reasonable cost of such replacement from the Contractor, who shall in any event be jointly and severally liable to the County for all damage, loss, and expense caused to the County by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

6. TERM OF CONTRACT/RENEWAL

- A. This contract shall be for a period of nine (9) months, commencing April 1, 2006, and terminating December 31, 2006.
- B. The County shall have the option to renew this agreement with 30 days notice to contractor prior to the end of the term. This option may be exercised twice for one-year terms.
- C. The Contract amount shall be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics for the previous year using the month of October closest to the renewal date.

7. HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the

negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. The provisions of this section shall survive the expiration or earlier termination of this agreement.

8. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

9. ASSURANCE AGAINST DISCRIMINATION

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

10. ASSIGNMENT/SUBCONTRACT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

11. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

12. **INSURANCE**

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company. Prior to execution of this agreement, and maintained throughout the life of the contract, the contractor shall furnish to the County Certificates of Insurance indicating the minimum coverage limitation as listed below:

A. General Liability – include as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be \$300,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: \$100,000 per person; \$300,000 per Occurrence; and \$50,000 Property Damage.

An Occurrence Form policy is preferred. If coverage is changed to or provided on a Claims Made Policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of 48 months following the termination or expiration of the contract.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.

B. Vehicle Liability – include as a minimum:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be \$100,000 Combined Single Limit.

If split limits are provided, the minimum limits acceptable shall be: \$50,000 per Person; \$100,000 per Occurrence; and \$25,000 Property Damage.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.

C. Workers Compensation – limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

All coverages shall be provided.

If the Contractor has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the contractor may be required to submit updated financial statements from the fund upon request from the County.

13. PROFESSIONAL RESPONSIBILITY

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents. The Contractor shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the County is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

14. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY
County Administrator
Gato Building
1100 Simonton Street
Key West, FL 33040

FOR CONTRACTOR

and

Janice Drawing, Director
Monroe County Social Services Senior Nutrition Program
1100 Simonton Street, First Floor, Room 1-202
Key West, FL 33040

15. CANCELLATION

- A) In the event that the contractor shall be found to be negligent or deficient in any aspect of operation maintenance, repair, or service, the County shall have the right to terminate this agreement after five (5) days written notification to the Contractor.

- B) Either of the parties hereto may cancel this agreement without cause by giving the other party thirty (30) days written notice of its intention to do so.

16. GOVERNING LAWS, VENUE, INTERPRETATION, COSTS, FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the Agreement, the County and Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

The County and Contractor agree that, in the event of conflicting interpretation of the terms or a term of this agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

17. RECORDKEEPING

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. All such documents shall be retained for a period of 5 years. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor or not paid to County pursuant to this Agreement were spent for purposes not authorized by this Agreement or wrongfully retained by Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were to have been paid.

18. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19. ATTORNEY'S FEES AND COSTS

The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall

include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

20. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

21. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

22. CLAIMS FOR FEDERAL OR STATE AID

Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This provision does not negate or waive the provisions of Paragraph 15 concerning cancellation.

24. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

25. NONDISCRIMINATION

County and Contractor agree that there shall be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2)

Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note0, as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement. Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age. 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

26. COVENANT OF NO INTEREST

County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

27. CODE OF ETHICS

County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

28. NO SOLICITATION/PAYMENT

The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

29. PUBLIC ACCESS

The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

30. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

31. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers agents or employees of any of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers agents, volunteers, or employees outside the territorial limits of the County.

32. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by and participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

33. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of the Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

34. ATTESTATIONS

Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, An Ethics Statement, and a Drug-Free Workplace Statement.

35. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

36. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original all of which taken together shall constitute one and the same instrument. Any of the parties hereto may execute this Agreement by signing such counterpart.

37. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

38. CONTINGENCY STATEMENT

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners and the obtaining of grant funding for the Program.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in six (6) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Date: _____

(SEAL)

Attest/Witness

CONTRACTOR

By: _____

By: _____


Name Printed: _____

Title: _____

By: _____

Name Printed: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY

Monroe County Senior Nutrition Program

1100 Simonton Street, First Floor Room I-201

Key West, Florida 33040

(305) 292-4522

FAX: (305) 292-4483

**2006 FOOD SERVICE MEAL CATERING
REQUEST FOR BIDS**

TABLE OF CONTENTS

Introduction/Statement of Purpose (1.A.).....	2
General Requirements and Information ((1.B).....	3
Specifications and Program Needs (2.A.-2.H.).....	5
Balance of Bid Submission Requirements (3-19).....	17
Bid Form.....	25
Attachments.....	26
Sample Agreement/Contract, Attachment 12.....	40

REQUIRED FORMS TO BE COMPLETED:

Attachment 5. Insurance and Indemnification Statement.....	31
Attachment 6. Insurance Agent's Statement	34
Attachment 7. Public Entity Crime Statement.....	35
Attachment 8. Ethics Statement.....	36
Attachment 9. Non-Collusion Affidavit	37
Attachment 10. Drug-Free Workplace Form.....	38
Attachment 11. Civil Rights Compliance Statement.....	41

ATTACHMENTS:

Attachment 1. Sample Menu.....	27
Attachment 2, Beverage and Condiment List.....	28
Attachment 3, Supply List.....	29
Attachment 4. Food Specifications and Requirements of the Florida Department of Elder Affairs, Including "Attestation Statement"	30
Attachment 5. Insurance and Indemnification Statement	31
Attachment 6. Insurance Agent's Statement.....	34
Attachment 7. Public Entity Crime Statement.....	35
Attachment 8. Ethics Statement.....	36
Attachment 9. Statement of Non-Collusion.....	37
Attachment 10. Drug Free Workplace Form.....	38
Attachment 11. Civil Rights Compliance.....	39
Attachment 12. Sample Agreement/Contract.....	40

2006 FOOD SERVICE/MEAL CATERING BID

1. A. INTRODUCTION/STATEMENT OF PURPOSE

The purpose of this bid is to establish an agreement with a bona fide Food Service Provider (herein referred to as Provider) for the purchase of Food Catering Services for the Monroe County Social Services Nutrition Program (hereinafter referred to as Nutrition Program) and Bayshore Manor Adult Living Facility. The agreement will be awarded for a period of nine-(9) months beginning April 1, 2006 until December 31, 2006 with the option to renew two times for 1 year terms. Such renewals shall be contingent upon the availability of funds, approval of the Monroe County Board of County Commissioners, and satisfactory performance by the food service Provider as determined by Monroe County Nutrition in the Monroe County Community Services Division.

In accordance with the Bid Documents, the Provider hereby agrees to furnish meals in accordance with contract documents, consisting of these Specifications, and the attachments hereto which are incorporated herein by reference as though completely set forth herein, including the Request for Bids, the Bid documents submitted by the Provider and the attachments thereto, along with the Agreement entered into between the parties. Any inconsistencies are to be resolved in favor of the County. The Provider agrees to furnish the meals in accordance with the Attachments of the Agreement and at the price therein specified, to citizens participating in the Older Americans Act Title III-C, Nutrition Program. Meals are to be provided at each of the specified sites in Key West, Big Pine Key, Marathon, and Plantation Key.

It is the intent of Monroe County Nutrition to secure an agreement for the purchase of:

- Frozen luncheon meals – approximately, 100-150 meals currently provided per day, Monday through Friday;
- Frozen plated meals and all components, pre-packaged, 5 meals per box TMS, (Total Meal System) for home-deliveries – approximately 100-200 currently provided per week, Monday-Friday;
- Cold plate (fresh) luncheon meals - currently provided approximately 3 times every four weeks in place of a frozen entrée pursuant to the four-week meal cycle menu, approximately 192 meals per month;
- Picnic Lunches- On request for special occasions; and,
- Frozen and Shelf-Stable Breakfast Meals – As required for both Congregate and Home-Delivery clients, in addition to luncheon meals;
- Shelf-stable emergency (hurricane) meals to be delivered by June 1st of each contract year, and thereafter, as needed – approximately 200 cases, 5 meals per case, for an approximate minimum of 1,000 emergency meals yearly.
- Provision of fresh fruit for Congregate Meal clients at a minimum of two (2) times in a four-week meal cycle.
- Delivery shall be to the four (4) Meal Sites in Monroe County at the following locations:
Plantation Key
Marathon
Big Pine Key
Truman School, Key West
- In addition to the above, Provider agrees to provide and deliver approximately 120-170 frozen meals per week, consisting of breakfasts, lunches and dinners, including related condiments, beverages, to Bayshore Manor Adult Living Facility on Stock Island in Key West, operated by Monroe County at the same unit price as offered to the Nutrition Program, as required by Bayshore Manor.

1. B. GENERAL REQUIREMENTS AND INFORMATION

The successful bidder must provide satisfactory evidence of its capability to maintain a food service program to provide the average number of meals specified herein with/within fluctuations from -50% to +100%. The bidder must give assurances of being able to deliver all meals in the quantities ordered. Additional provisions:

1. Food Services are to be provided under specifications for use by the Nutrition Program, primarily through a Federal Grant under Title III of the Older Americans Act.
2. The purpose of this bid request is to establish the best possible service at the lowest possible cost for the planning, preparation, packaging, and distribution of meals.

Ability must be demonstrated to prepare the number and types of meals required, including the necessary refrigeration/freezing and required temperature for frozen meals. Frozen meals should provide labeling on the packaging, which includes: a listing of the food items contained within, the date the meal was prepared, shelf life, and instructions for storage and cooking. Frozen meals should be frozen solid; 20 degrees below zero Fahrenheit. A Nutritional Analysis according to the standards specified in the Manual must be provided for each type of meal provided. Standards and menus must refer to the Age 70+ male DRI's/AI's. The following nutrients must be targeted and included in the computer-assisted menu analysis: calories, protein, fat, fiber, calcium, zinc, magnesium, sodium, Vitamins B6, B12, C, and Vitamin A (vegetable derived/carotenoid sources). Adequate amounts of calories, protein, fat, fiber, calcium, zinc, magnesium. Vitamin B6, B12, and Vitamin C must be provided daily. Vitamin A and sodium may also be averaged over one week. However, no individual meals should exceed 1200 mg of sodium.

3. In addition, bidder must establish ability to provide other meals including shelf-stable, and non-shelf stable (frozen) breakfasts, emergency shelf-stable meals, and some fresh food items, e.g. tuna, chicken, pasta, bean and vegetable salads, also shown in the Sample Menu in Attachment 1. These must be prepared, packaged, and delivered in a manner to ensure their safe use including required temperature controls (not to exceed 41 degrees F) pursuant to the Florida Administrative Code (FAC), Chapter 64E-11, Food Hygiene, and specified packaging dates and shelf-lives, and the current edition of "DOEA" (Department of Elder Affairs) Manual Older American Act Program. Easy- to-read instructions on preparation and use of meals must also be included.
4. Documented appraisal of the caterer's site by the Monroe County Health Department or comparable evidence of inspection from such agencies as the Florida Department of Business and Professional Regulation, the United States Department of Agriculture, and/or the resident County Health Department. Provider must have had an inspection from the Department of Health within six months prior to submission of bid.
5. Documented evidence of necessary licenses, etc. for out-of-county caterer/catering facilities particularly as applies to the entrée/vegetable component, if applicable in this program.
6. Demonstrated ability to deliver at a minimum, one week's supply of food to each of the service sites included herein.
7. Demonstrated ability to provide one week's worth of meals including, frozen plated meals and all components, pre-packaged, 5 meals per box TMS, (Total Meal System) to be used primarily by the Nutrition Program for home-delivered meal clients.

8. Food service delivery shall be within Monroe County, Florida at locations in Plantation Key, Marathon Key, Big Pine Key, and the Key West, as specified herein.
9. The Agreement shall be in effect from April 1, 2006, through December 31, 2006, with Monroe County having an option to renew at the same terms and conditions as stated in the Agreement and, (at the same rate, excepting only consideration of an increase in the unit cost per meal to match any rise in the Cost of Living Index for All Urban Consumers as provided by the US Government available for October closest to the renewal date. Renewals are contingent upon the availability of funds, and the satisfactory performance of the food service Provider as determined by the Nutrition Program and Monroe County.
10. The Monroe County Board of County Commissioners shall make the award of bid to the lowest conforming bid by a responsible bidder. Financial responsibility and quality of food provided shall also be a basis for the award, and the bid may not necessarily be awarded to the lowest bidder. Bids will be considered only from firms regularly engaged in the food catering service business who can produce evidence that they have an established record of performance for a reasonable period of time; have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded an agreement under the terms and conditions herein stated. The caterer shall need to demonstrate past performance in food services with the capability necessary to implement the nutritional and logistical aspects applicable to the Nutrition Program and Bayshore Manor and the performance of the food service contract. This includes conforming and complying with the requirements of Title III-C of Federal Regulations. Chapter 13. Part 132 I and all amendments thereof; and the current edition of "DOEA" (Department of Elder Affairs) Manual Older American Act Program; Department of Elder Affairs Programs and Services Manual, and all amendments thereof; and any relevant regulations of the State of Florida Department of Elder Affairs; the Federal Older Americans Act; and the Alliance for Aging, the Area Agency on Aging for Dade and Monroe Counties.
11. The caterer must demonstrate ability to accept USDA donated bonus food and be prepared to accept USDA commodities in lieu of cash, if required. This involves a system of storage, transfer, loading, and delivery mechanisms as well as a system of billing and cost breakdown.
12. The caterer must provide a toll-free telephone number for communication with the Nutrition Program. Also Provider's staff must be available Monday through Friday during normal business hours for any questions or problems that may arise.
13. Provider should have the ability to perform research and special studies and provide technical assistance regarding significant changes in State and/or Federal Regulations and/or requirements, which could seriously affect the price and/or quality of specified items, method of doing business, and operations of the program.
14. **As part of bid submission, prior arrangements should be made with the Nutrition Program/Purchasing Department to ensure that samples of frozen and shelf-stable meals are available to taste at bid opening. In addition, for the duration of the Agreement, the selected Provider upon request must provide sample meals from the Nutrition Program within a time frame agreed upon by both parties.**

15. GENERAL INFORMATION

- a. Contact Person:
Janice Drewing, Director
Monroe County Social Services Senior Nutrition Program
1100 Simonton Street, First floor, Room 1-202
Key West, FL 33040
(305) 292-4522 / FAX: (305) 292-4483
- b. Funding Source:
Primarily: Federal Funding through Title III C-1 and C-2 of the Older Americans Act.
Contingent upon an annual appropriation and is therefore subject to reduction or elimination from the Monroe County operating budget.
- c. Type of Agreement:
Only fixed rate agreements will be entered into. The Nutrition Program will reimburse the Provider for the actual number of meals delivered at the approved rate.
- d. Acceptance of Proposals:
Monroe County reserves the right to reject any or all bids or waive minor irregularities. Minor irregularities are those which will not have a significant adverse effect on overall competition, cost or performance.
- The Nutrition Program reserves the right to inspect Providers (caterer's) facilities prior to the award of a bid.
- e. Inquiries:
Janice Drewing, Director
Monroe County Social Services Senior Nutrition Program
1100 Simonton Street, First floor, Room 1-202
Key West, FL 33040
(305) 292-4522 / FAX: (305) 292-4483

2. A. SPECIFICATIONS AND PROGRAM NEEDS

1. Evidence of past experience in meal preparation, transport, and delivery, and the organization's operational capabilities (i.e. equipment, personnel, financial supports, etc.).
2. Demonstrated ability to supply approximately 55,590, (fluctuations from -50% to +100%), consisting of unitized, pre-portioned entrée-vegetable components, including frozen and fresh meals in accordance with the approved cycle menu; and, also, breakfast meals either, frozen, refrigerated, or shelf-stable, and lunch/dinner shelf stable, non-refrigerated meals as mutually acceptable to the Nutrition Program and the Provider, over the agreed upon contract period. Approximate numbers of meals served daily at each site are listed below.
 - Key West, Truman School Meal Site – approximately, 95-170 meals per day, including Congregate and Home-Delivered Meals
 - Big Pine Key Nutrition Site – approximately, 16-40 meals per day, including Congregate and Home-Delivered Meals
 - Marathon Nutrition Site – approximately, 35-60 meals per day, including Congregate and Home-Delivered Meals

- Plantation Key Nutrition Site – approximately, 30-70 meals per day, including Congregate and Home-Delivered Meals

The Nutrition Program may observe thirteen holidays, when no meals will be served. As such, deliveries are not to be made on weekends or holidays. If circumstances warrant, the Nutrition Program can change this on a case-by-case basis with approval.

3. Levels of service may be increased or decreased during the contract based on reductions in funding or demand for service.
4. Demonstrated ability to supply approximately 55,590 (fluctuations from -50% to +100%) portions of accompanying components (such as breads, butter, 2% milk, dessert, including fresh fruit, salad, and juice) over the agreed upon contract period at no additional cost.
5. Provision of all specified condiments and beverages required for each meal as per meal description and/or indicated on the approved menu for each cycle and as listed on the Condiment and Beverage List specified in Attachment 2. All condiments and beverages to be included in the meal cost quoted.
6. Provisions of all specified supplies ordered by the Meal Sites. (As shown on the Supply List in Attachment 3.). Sample supply lists will be consistent with Attachment 3 and must be included. Listed supplies will be provided at no extra charge.
7. Provision of meal service delivery to the four (4) Meal Sites in Monroe County at the following locations:
 - Plantation Key, Plantation Key Government Center, MM 88.5, 88800 Overseas Highway, Plantation Key, FL 33070
 - Marathon, 535 33rd Street, Marathon, FL 33050
 - Big Pine Key, 380 Key Deer Boulevard, Big Pine Key, FL 33043
 - Truman School, Key West, 1016 Georgia Street, Key West, FL 33040

Monroe County Nutrition reserves the right to increase or decrease the number of delivery sites, with approval from the Alliance for Aging.
8. A description of the delivery system for the meals, such as the method of transportation (i.e. vans, trucks, etc.), type of containers for the food, length of time in transit, and assurance of proper temperatures for fresh, 41 degrees Fahrenheit or below, and frozen foods, 20 degrees below zero Fahrenheit (as specified in the Florida Administrative Code (FAC), Chapter 64E-11, Food Hygiene. The proposal should identify a specific employee position responsible for delivery and describe the delivery process, including specifying delivery days and approximate times at each required location. Evidence of a back-up delivery procedure in the event that one is needed should also be included. This includes the transportation of plated meals, dairy products, baked goods, desserts and single service supplies to each of the delivery sites. The delivery system must also be clearly designed to minimize potential for delivery errors and damage to meal components during shipping.
9. The weekly delivery schedule will be decided and agreed upon by the Nutrition Program and the Provider, but must include the following:
 - Deliveries will be made on weekdays only.
 - The delivery schedule must specify when service will be provided (day and time) at each of the Meal Site locations.
 - The delivery schedule should be the same every week. The Nutrition Program must approve deviations from the schedule because of special circumstances.

- Provisions for special deliveries, such as emergency meals, will be determined and agreed upon by the Nutrition Program and the Provider.

10. Proof of periodic inspections by the Health Department, or evidence of comparable inspection from such agencies as the Florida Department of Business and Professional Regulation, the United States Department of Agriculture, and/or the Resident County Health Department.
11. State and local fire, health, sanitation, and safety regulations applicable to the particular types of food preparation and meal delivery system used must be adhered to in all stages of food service operation, and must be in accord with the requirements of Chapter 10D-13 of the Florida Administrative Code.
12. All frozen meals must be packaged to allow heating in convection ovens and microwaves.
13. All meals frozen and fresh must be identified as to content, clearly labeled with items and amounts specified, including safe serving expiration date (i.e. "safe for use until ____") and must provide instructions for proper preparation, including heating temperatures and times to ensure heating or cooling to required FAC standards. Delivery dates must be specified on meals, or meal packing box, and/or food delivery invoice.
14. Meals used for distribution for home-delivery must be clearly identified so participants can follow the menu plan. This includes description of items, components, serving instructions, including heating or cooling temperatures, and expiration dates. All printing on packaging must be labeled clearly with letters large enough to be read by the visually impaired.
15. In all instances, except emergency meals, the food will be prepared by the Provider, pre-portioned, and transported to the meal sites where Monroe County Nutrition Staff will receive it. The mode of catering shall be pre-cooked, or in the case of fresh meals, such as chicken and tuna salads, pre-plated, transported to the sites at prescribed temperatures, kept at prescribed temperatures at the sites, and served to the participants. At each site, Nutrition Program Staff will be responsible for receiving the food, taking temperatures, keeping the food heated and/or chilled at proper temperatures, serving the food, cleaning up, and home-delivery of food at safe temperatures.
16. To insure quality control prior to serving and replacing a meal if necessary, if proper standards have not been met, the Provider must agree to supply meal samples, for the duration of the Agreement, at any time, upon request of the Nutrition Program within a time-frame agreed upon by both parties.
17. Food will be procured from other sources at the Provider's expense if Provider fails to deliver a meal, or any portion of a meal, or if the food is spoiled, inedible, or otherwise does not meet proper specifications.

2. B. Food Purchasing and Preparation Standards

1. All food purchasing must be transacted in accordance with policies and procedures set forth in the Department of Elder Affairs (DOEA) Financial Management Manual (HRSM 55-1).
2. All foods purchased shall be of good quality and shall be obtained from sources which, conform to federal, state, and local regulatory standards for quality, sanitation, and safety. Food from unlabeled rusty, leaking, and/or broken containers or cans with side seam dents, rim dents, or swells shall not be used.
3. All foods used in a nutrition program for the elderly must meet standards of quality for sanitation and safety applying to foods that are processed commercially and purchased by the Provider.
4. No food prepared, frozen, or canned in the home may be used in meals provided to a nutrition service Provider that is financed with Title III-C funds.
5. Only commercially processed, frozen, or canned food, or food approved by the USDA and FDA may be used at the Meal Sites and served by the Nutrition Program.
6. Foods that are frozen must meet applicable local, state, and federal standards. Equipment and methods for freezing must also meet these standards.
7. Providers are encouraged to participate in methods, which will result in reducing meal costs such as group purchasing and buying in bulk, as long as such practices do not compromise the necessary food and food service related requirements and standards specified herein.

2. C. Meal Standards and Menus

1. When developing menus and prices for a bid, the Provider shall consider the following items carefully since they relate to cost-effectiveness:
 - Maintaining proper back-up inventory to ensure that orders can be properly and adequately filled on a timely basis.
 - Providing detailed package instructions and information including number of units per case, shelf-stable pack, breakfast pack, etc. This is needed by the Nutrition Program for proper reporting of amount of meals served.
 - Delivery cases must be clearly labeled with content, quantity, and date.
 - Specify minimum order quantities for frozen, fresh, and shelf-stable meals.
 - Lead time for ordering and procedure for substitutions must be clearly identified.
 - Explanation of ordering practices, invoice procedures, and terms of payment.
 - Indication of ability to accept USDA commodities and systems for storage and use of such items.
 - Demonstration of financial capability.
 - Required Nutritional Analyses for all meal items as per standards specified by the Alliance for Aging of Dade and Monroe Counties and the Florida Department of Elder Affairs and described in Item 2, below.
2. The Provider will submit a bid based on a four- (4) week menu cycle, and based on the five-day Menu Sample provided in Attachment 1. However, menus are not limited to the items shown in the Menu Sample and caterers' comparable menu cycles may be presented. Menus must comply with the following:

- The special needs of older adults must be considered in all menu planning, food selection, and meal preparation. The meals provided must meet a minimum of one-third of the Recommended Dietary Allowances for older adults as specified in the most current requirements of the FL Department of Elder Affairs, as established by the Food and Nutrition Board of the National Academy of Sciences, and all requirements of the US Department of Agriculture. The meals must also comply with Title III-C Meal Standards as specified in the most current guidelines established by the Florida Department of Elder Affairs, including Nutritional Analyses, see Attachment 4. When planning menus, the Age 70+ male DRI's/AI's must be followed. Also, the following nutrients must be targeted and included in the computer-assisted menu analysis: calories, protein, fat, fiber, calcium, zinc, magnesium, sodium, Vitamins B6, B12, C, and Vitamin A (vegetable derived/carotenoid sources). Adequate amounts of calories, protein, fat, fiber, calcium, zinc, magnesium. Vitamin B6, B12, and Vitamin C must be provided daily. Vitamin A and sodium may also be averaged over one week. However, no individual meals should exceed 1200 mg of sodium.
- The types of food to be provided include: entrée; vegetable, fruit, milk (low-fat), dessert, juice, salad, beverage, condiments, butter or margarine. Please refer to Attachments 1. and 4. for additional information.
- Meal development and food preparation should comply with the Dietary Guidelines for Americans, published by the Secretary of the Department of Health and Human Services and the United States Department of Agriculture. Meal Services and operational procedures will be provided in a manner consistent with the most current edition of the FL Department of Elder Affairs Programs and Services Manual and the FL Department of Elder Affairs Financial Management Manual. This includes required Nutritional Analyses for all meals including Total Meal Systems (TMS). The Age 70+ male DRI's/AI's must be followed when planning menus. Also, the following nutrients must be targeted and included in the computer-assisted menu analysis: calories, protein, fat, fiber, calcium, zinc, magnesium, sodium, Vitamins B6, B12, C, and Vitamin A (vegetable derived/carotenoid sources). Adequate amounts of calories, protein, fat, fiber, calcium, zinc, magnesium. Vitamin B6, B12, and Vitamin C must be provided daily. Vitamin A and sodium may also be averaged over one week. However, no individual meals should exceed 1200 mg of sodium.
- In addition, an "Attestation Statement" must be provided and signed by the Provider's licensed Dietitian. (A sample of the Attestation Statement is provided in Attachment 4.) In the event these manuals are revised, current changes will be incorporated into the Agreement and the Provider will be advised of any changes in requirements.
- All foods must be prepared and served in a manner to present optimum flavor and appearance, i.e. "eye and taste appeal, while retaining nutrients and food value.
- Menu planning should take into consideration special needs of elders such as the restricted use of sodium, sugar, and saturated fats. All menus must be consistent with the nutritional guidelines and analyses required by the Florida Department of Elder Affairs. All meals are to be low sodium and meet the limits and standards as currently specified by the Florida Department of Elder Affairs. No single meal is to exceed the required amount of sodium or, an acceptable optional menu item will be offered. As such, creativity and adaptability of cooking may be necessary, including the use of alternative herbs, seasoning, and/or salt substitutes, as appropriate. This also requires knowledge of food and condiment content.
- As determined by both parties, Provider must agree to supply low sodium and low calorie therapeutic meals as necessary, at no extra charge.

- Nutritional Analyses of food items must be available pursuant to the requirements of the Florida Department of Elder Affairs. Analyses must be based upon the recipes required for specified menu items and verify the provision of one-third (33-1/3%) of the RDA (Recommended Dietary Allowance) for adults aged 70+, as established by the Food and Nutrition Board of the National Academy of Sciences - National Research Council and the Florida Department of Elder Affairs. This includes specific amounts and percent of RDA of the nutrients, including protein, carbohydrates, calcium, sodium, potassium, Vitamins A and C, thiamin, niacin and folic acid. Nutritional Analyses of food items must be available pursuant to the requirements of the Florida Department of Elder Affairs. Analyses must be based upon the recipes required for specified menu items and verify the provision of one-third (33-1/3%) of the RDA (Recommended Dietary Allowance) for adults aged 70+, as established by the Food and Nutrition Board of the National Academy of Sciences - National Research Council and the Florida Department of Elder Affairs. This includes specific amounts and percent of RDA of the nutrients, including protein, carbohydrates, calcium, sodium, potassium, Vitamins A and C, thiamin, niacin and folic acid. Menus must be based on the Age 70+ male DRI's/AI's. The following nutrients must be targeted and included in the computer-assisted menu analysis: calories, protein, fat, fiber, calcium, zinc, magnesium, sodium, Vitamins B6, B12, C, and Vitamin A (vegetable derived/carotenoid sources). Adequate amounts of calories, protein, fat, fiber, calcium, zinc, magnesium. Vitamin B6, B12, and Vitamin C must be provided daily. Vitamin A and sodium may also be averaged over one week. However, no individual meals should exceed 1200 mg of sodium.
- Provider should have the ability to perform research and special studies and provide technical assistance regarding significant changes in State and/or Federal Regulations and/or requirements, which could seriously affect the price and/or quality of specified items, method of doing business, and operations of the program. And, in addition, Provider will identify impacts and recommend proposed remedies, if possible. If available, Provider will offer technical assistance and share this type of information with the Nutrition Program.
- Menu plans must provide standard volume recipes with ingredient lists for a minimum of all entrées. Tested, quality recipes, adjusted to yield the number of servings needed, must be used to achieve the consistent and desirable quality and quantity of meals.

3. Menus submitted by the Provider must be developed by a Licensed Registered Dietitian who meets all requirements and standards specified by the Federal Older Americans Act, the Florida Department of Elder Affairs, the Alliance for Aging of Dade and Monroe Counties, and/or Monroe County. The Dietitian must provide a signed "Attestation Statement" shown in Attachment 4.

4. All menus must be submitted for approval by the Program's Nutritional Consultant and Nutrition Program Director at least 6 weeks prior to implementation.

- Menu revisions will occur at a maximum of six (6) month intervals. New menu cycles will be adjusted whenever appropriate to allow for a variety in menus, to lower meal cost, to accommodate seasonal availability of raw food items, to reflect consumer preferences, but no less often than semi-annually and with approval of the Nutrition Program.

5. Emphasis should be placed on including a variety of dishes in the menus and meal cycles. An opportunity for choice should be available as much as possible and in accordance pursuant to any standards promulgated by the FL Department of Elder Affairs and/or the Local Area on Agency, the Alliance for Aging of Dade and Monroe Counties. In consultation with the Nutrition Program Director and Nutritional Consultant, the Provider will observe religious, ethnic, and seasonal preferences of specified foods and have an awareness of special

items possibly needed during certain holiday observances. Economic feasibility will be taken into consideration. In addition, the Provider may be requested to provide meals for holidays, special events, and picnic items in place of regular meals at no extra cost. The Provider must work with the Nutrition Program to revise menus and meal procedures, as needed to ensure acceptable meal content and quality.

- Food items within the meat, vegetable, fruit, and dessert groups must be different for each day of the week and different for the same days of each week, thus providing a variety of food and nutrients.
- Meal planning should include a variety of foods and preparation methods including, color, combinations, texture, size, shape, taste, and appearance.

6. In addition to items indicated on the menus, the Provider must supply instant decaffeinated coffee, tea, individual packets of sugar, sugar substitute, non-dairy creamer, salt and pepper in individual packets to meet the Site's needs. Appropriate condiments including ketchup, mustard, salad dressings, lemon or lemon juice, tartar sauce, etc. shall be served to accompany the menu. (Beverage and Condiment List provided in Attachment 2.)

7. The Program's Nutritional Consultant and the Nutrition Program Director must approve the final menu prior to implementation. Menu plans, as approved, must be adhered to.

- If new items are introduced into the menu, a sample must be provided to the Nutrition Program and tested prior to using in meal service to clients.

8. Substitutions must be minimal and must consider the following:

- Substitutions must be of similar nutritional value and may not reduce the nutritional content of the meal. There may be no deviation from portions specified.
- Items used, as substitutes should be the closest possible to the food(s) replaced e.g. a non-meat dish like macaroni or eggs should not be replaced with a meat item. Also, consideration must be given to the meal served the day before the substitution and the meal to be used the day after the substitution. Items similar to those used in these meals should not be used, as substitutes e.g. do not serve a pasta or fish or ground meat dish on consecutive days.
- The Nutrition Program Director and Site Managers must be informed when a substitution is made, including the date of substitution, the original menu item, and the substitution made. These will be kept on file at all times for Area Agency monitoring.

9. The Provider must meet the following standards for sanitation:

- Compliance with Federal, State and local regulations.
- Food preparation facility inspection within the previous six (6) months.
- Delivery standard for:
 - * temperature maintenance.
 - * sanitary conditions.
- Inspection of the Provider's facility including area related to; food preparation, packaging, and storage areas at least twice annually by the Nutrition Program and/or funding source agencies.
- Requirement of a written, documented, formal, sanitation program within the facility which meets or exceeds the minimum requirements of Federal, State, municipal, or other agencies authorized to inspect or

accredit the food service operation (further information on requirements can be found in Chapter 10D-13, Florida Administrative Code).

- All staff working in the preparation of food must be under the supervision of a person who will insure the application of hygienic techniques and practices in food handling, preparation, and service. This supervisory person shall consult with the Provider's nutrition consultant.

10. Each meal served must meet specific criteria, which can be found in Attachment 4 of the Bid Document.
11. All food must meet all FDA / USDA regulations.
12. The Monroe County Nutrition Program, Alliance for Aging, and Florida Department of Elder Affairs may inspect the food used in meals to determine compliance with all specifications and to reject food not meeting said specifications and that any food rejected for failure to meet specifications shall not be paid for by the Nutrition Program. In addition, Provider must submit to the Nutrition Program copies of all health inspection reports within seven (7) days of receipt.
13. All meals must be individually packaged, packed in secondary cases/containers, and transported in a manner, which assures maintenance of proper temperatures, quality, and condition of food and primary packaging. In addition, hot and cold food must be packaged separately, in a manner that will ensure temperature control during delivery and prevent contamination and spillage.
14. Meal containers, related items such as packages for condiments, and delivery boxes must be completely disposable. Other supplies as flatware, cups, plates, table coverings, home delivered meal containers, napkins, straws, paper towels, etc. are identified in Attachment 3, Supply List. Also, all tableware must be made of disposable materials.
15. The meals shall be transported in the Provider's vehicle(s) in such a way as to maintain the proper temperature at all times, until delivery (hot foods above 135 degrees F, cold foods at or below 41 degrees F., frozen foods at a maximum of 20 degrees below zero Fahrenheit or frozen solid, and neutral foods at room temperature.)
16. In all instances, except shelf-stable meals, the food will be prepared by the Provider (caterer), pre-portioned, and transported to the specified Meal Sites where Monroe County Nutrition Staff will receive them. The mode of catering shall be pre-cooked or pre-plated in the case of cold plates, kept at prescribed temperatures at the sites, and served or delivered to the clients. The Nutrition Program Staff is responsible for receiving the food, proper food storage, checking temperatures, heating or chilling the food at specified temperatures, and, serving and/or delivering the food, and suitable/prescribed clean-up.
17. Home-deliveries to Program participants are the responsibility of Nutrition Program Staff. Regulations from the Florida Department of Elder Affairs as outlined in the Florida Administrative Code (FAC), Chapter 64E-11, Food Hygiene specify that, "*Perishable foods shall be stored at such temperatures as will protect against spoilage. All potentially hazardous foods, shall be kept at safe temperatures.*" Pursuant to this, all hot food items must be delivered at a temperature of 135 degrees Fahrenheit or above, all cold food items must be kept at a temperature of 41 degrees Fahrenheit or below, and all frozen food must be kept at a temperature of 20 degrees below zero Fahrenheit. Neutral food s may be kept at room temperatures. In the event that normal delivery day falls on a holiday, arrangements can be made with the agreement of the clients to deliver meals on another day or an appropriate canned/boxed meal that meets the specified nutritional values shall be delivered the day before the holiday.

18. The Nutrition Program will not be required to pay for food not meeting proper specifications and/or which is damaged, defrosted, and/or otherwise inedible.
19. The Nutrition Program will procure food from other sources at the Providers additional expense if the Provider fails to deliver a meal or any portion of a meal or if the food is spoiled, defrosted, damaged and unusable, or otherwise inedible.
20. The Provider agrees to notify the Nutrition Program of any extreme changes in food cost.

2. D. Emergency Meals

The Provider must demonstrate ability and be capable of supplying shelf-stable emergency meals pursuant to the following conditions:

1. At the beginning of hurricane season (starts June 1st) the Provider will supply approved shelf-stable (at least 3 month shelf-life, preferably one-year) meals requiring no cooking, heating, or refrigeration. Meals will be delivered in the amounts specified* to the following locations:
 - Plantation Key, Plantation Key Government Center, MM 88.5, 88800 Overseas Highway, Plantation Key, FL 33070 – 50 cases each containing 5 meals
 - Marathon, 535 33rd Street, Marathon, FL 33050 – 50 cases each containing 5 meals
 - Big Pine Key, 380 Key Deer Boulevard, Big Pine Key, FL 33043 – 50 cases each containing 5 meals.
 - Truman School, Key West, 1016 Georgia Street, Key West, FL 33040 – 100 cases each containing 5 meals

Also, Monroe County Nutrition reserves the right to increase or decrease the number of delivery sites.

 - *Quantities of emergency meals may be reduced at the request of the Nutrition Program. Quantities of emergency meals may be increased by the Nutrition Program and delivered within a time period and a schedule determined, and agreed upon, by the Nutrition Program and Provider.
 - In the event of a disaster affecting Monroe County, the Nutrition Program may need additional meals and support items. The Provider should be capable of meeting requests for increased services including delivery of meals, supplies, and equipment, if necessary. Arrangements for such eventualities, including quantities and schedules will be mutually arranged and agreed upon by the Nutrition Program and Provider.

Emergency meals must meet all standards applied to regular meal items, including provision of 1/3 of the RDA (Recommended Dietary Allowance) for older adults as specified in the most current requirements of the FL Department of elder Affairs, required Nutritional Analyses, and consideration of sodium and sugar content recommendations. Menus must be based on the Age 70+ male DRI's/AI's. The following nutrients must be targeted and included in the computer-assisted menu analysis: calories, protein, fat, fiber, calcium, zinc, magnesium, sodium, Vitamins B6, B12, C, and Vitamin A (vegetable derived/carotenoid sources). Adequate amounts of calories, protein, fat, fiber, calcium, zinc, magnesium. Vitamin B6, B12, and Vitamin C must be provided daily. Vitamin A and sodium may also be averaged over one week. However, no individual meals should exceed 1200 mg of sodium.

2. Emergency meals must be easy to use, require as little preparation as possible, and be housed in disposable containers.
3. The Provider must supply the Nutrition Program with descriptions, including Nutritional Analyses of available emergency meals as specified in Paragraph 1. of this Section.

2. E. Equipment

Following is a list of equipment currently available at the four Nutrition Program Meal Sites, located in Key West, Big Pine Key, Marathon, and Plantation Key, which could be used by the Provider. All equipment with the exception of Milk Coolers, which are owned and maintained by the current food service provider, is the property of the Nutrition Program.

Refrigerators	1/site
Chest Freezers	5/Key West Truman School Site
	3/remaining Sites
Upright Freezers.....	1 Key West Truman School Site
Microwaves (small)	1/site
Ice Machine s.....	1/site
Blodgett (Zephair) Convection Ovens.....	1/site
Milk Coolers (owned by current caterer).....	1/site

- Please note that the existing warming equipment at the sites may not be compatible with all meal systems developed for the proposal. If present equipment is not adequate, suitable, or sufficient; it shall be the Provider’s responsibility to provide additional equipment needed to ensure the successful operation of the program at its cost. Equipment installed by the Provider will remain the property of the Provider. Nutrition Program equipment shall remain the property of the program.
- Milk coolers for each location shall be supplied and maintained by the Provider
- The Provider is responsible for training Nutrition Program employees in the use of the selected meal system including operating and maintaining equipment, instructions on heating and chilling of meal items, and any special requirements for the meal service.

2. F. Operational Systems

1. Caterers/Providers shall describe in detail operational systems to be developed and implemented to accomplish the following tasks based on approval by the Monroe County Nutrition Program:
 - a. Providing for meal ordering and scheduling of meal delivery service and receiving changes for them.
 - b. Proposed record keeping and accountability with regard to billing and payment terms for all bills and statements to the Nutrition Program.
 - c. Description of site supplies to be utilized with meals, i.e. plastic ware, cups, trays, etc. and site supplies for Nutrition Program staff serving meals, i.e. gloves, aprons, hair nets (if applicable), and supplies required for cleanup, i.e. garbage bags, sanitizing agents, detergents, etc., of which are to be supplied by the Provider, at no extra cost. (Also see Attachment 3. for Supply List). Samples of food service plastic ware are to be submitted with bid packages.
 - d. Proposed method of confirmation of deliveries, this should include at a minimum, a bill of lading and a packing slip. To ensure proper credit, Nutrition Program staff, will examine items delivered and identify and note on the bill of lading unusable meals such as those that are defrosted or damaged or missing items. The Nutrition Program will then notify the Provider of any discrepancies or damaged goods in the weekly deliveries.
 - e. Proposed method of billing should include use of invoices, which clearly identify items delivered and their prices, including, meals, component items such as, desserts, bread, margarine, etc., beverages, and supplies. Provisions should be made for deducting costs of missing and/or damaged goods on the food service statement.
2. Provide a statement describing the scope and nature of the Bidders purchasing practices, including bidding practices and any existing or proposed long-term agreements with sources of food and related supplies.
3. Provide a statement describing the Bidder's quality and quantity control standards: which will govern its purchasing of food supplies, its handling and storage of food supplies inventory, and its production, storage and distribution of all meals and related items.
4. Provide a copy of the Bidder's food safety and sanitation program.
5. Provide a sample of the container in which frozen trays will be packed and shipped with the bid.
6. Submission of a weekly delivery schedule to be decided and agreed upon by the Nutrition Program and the Provider, including the following:
 - Deliveries must be made to all meal sites specified in the bid document.
 - Deliveries will be made on weekdays only (unless the Nutrition Program agrees to other arrangements).
 - The delivery schedule must specify when service will be provided (day and time) at each of the Meal Site locations.
 - The delivery schedule should be the same every week. Deviations from the schedule, due to special circumstances, must be approved by the Nutrition Program.
 - Provisions for special deliveries, such as emergency meals, will be determined and agreed upon by the Nutrition Program and the Provider.

2. G. Bid Costs and Price Development

Providers must develop and submit a per meal cost based on the following:

1. All Food Service Providers must submit a bid for the entire program and service area as described herein and for meals to be delivered to Bayshore Manor.
2. Consideration of all information and requirements referenced in this bid document including the estimated number of meals to be served annually, Condiment and Beverage List provided in Attachment 2, Supply List shown in Attachment 3, number of meal sites, use of fresh food items and fruit on the menu, picnic lunches, special occasions, and emergency meals.
3. A per meal cost based on the per week average (including all beverages and components) that includes transportation to the following four (4) Monroe County Meal Sites:
 - Plantation Key, Plantation Key Government Center, MM 88.5, 88800 Overseas Highway, Plantation Key, FL 33070
 - Marathon, 535 33rd Street, Marathon, FL 33050
 - Big Pine Key, 380 Key Deer Boulevard, Big Pine Key, FL 33043
 - Truman School, Key West, 1016 Georgia Street, Key West, FL 33040
4. Bid Prices should include information on the percentage breakdown of the cost for meals including the following factors: labor, food, supplies, (including disposables), transportation, and overhead.
5. Per meal costs are including all meals to be provided under the Agreement. Cost per box of one week's worth of meals (Total Meal System, (TMS), 5 meals per box, pre-packed) including all condiments, components, and beverages.
 - Bid prices should take into account the menu and food item requirements indicated in Attachments 1,2,3, and 4.
 - Bid prices should consider costs of all meal components and shipping to delivery sites, including dairy products, juices and bakery items.
 - The Bid Price s must consider such cost categories as labor, food, supplies, transportation, and overhead.
6. A per meal cost including the purchase of any equipment necessary for freezer, refrigerator, or chiller storage and oven preparation at the meal sites for frozen and fresh entrees, added components and beverages. This includes equipment such as, convection ovens, upright refrigerators, coolers, chest freezers, and ice machines.
7. The USDA plant number must be included in any bid that includes frozen food.

2.H. Administrative Information

1. A Table of Organization of the food service establishment shall be provided, including identification of the individual (s) to be assigned by the Provider as having primary operational responsibility for operational

control of this agreement and who would be responsible for overseeing food service and delivery to the Nutrition Program if a contract is executed.

2. Provider must recognize and account for the Nutrition Program, being an element of County government, and therefore eligible for sales tax exemption in the State of Florida.
3. The Nutrition Program will require the Provider to furnish Certificates of Insurance for: Worker's Compensation; General Liability Insurance and Automobile Liability Insurance, including Bodily Injury and Property Damage; Product Liability, and Excess Liability Insurance, as necessary in such amounts as are acceptable to and specified by Monroe County. Also, all insurance coverage and policies must name the Monroe County Board of County Commissioners as additional insured.
4. The Provider is responsible for all record keeping and accountability with regard to billing and payment terms for accounts with the Nutrition Program. Also, the Provider's financial records must be open for audit purposes to Monroe County, the Alliance for Aging, and the Florida Department of Elder Affairs. Such records must be maintained for a minimum of five (5) years.
5. The Provider must be able to supply information for nutrition reporting on labor costs and raw food costs, as requested.
6. Provider must notify the Nutrition Program of any significant food cost changes.
7. The Department of Elder Affairs and the Alliance for Aging must approve the bid package and sample Contract.
8. Provider agrees to sell approximately 120-170 frozen meals per week, including related condiments, beverages, to Bayshore Manor Adult Assisted Living Facility operated by Monroe County at the same unit price as offered to the Nutrition Program.
9. A reasonable effort will be made by the Provider to supply meals as agreed upon and the Provider will be given five (5) days notice of the termination of the Agreement if the Provider is negligent or deficient in its service or meals provided.
10. The Agreement for Services may be terminated by either party by providing written notice to the other party of its intention to do so thirty (30) calendar days prior to said termination.
14. The Agreement is not assignable any person, firm, or corporation and sub-contracts shall not be entered into without the written approval of Monroe County.

3. COPIES OF RFB DOCUMENTS

- A. Only complete sets of RFB Documents will be issued and shall be used in preparing the proposal. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of RFB Documents may be obtained in the manner and at the location stated in the Notice of Request for Bids.

4. RFB REQUIREMENTS (MUST BE SUBMITTED WITH BID)

- A. Each bid must contain evidence of the respondent's qualifications to do business in the area where the project is located.
- B. To demonstrate qualifications to perform the work, each respondent shall submit written evidence as to previous successful contractual and technical experience in similar work including references, description, volume of present commitments, evidence of possession of valid state, county, and local licenses covering all operations and all areas of political jurisdiction involved in the work of this project and such other data as may be requested by the County.
- C. Provide evidence such as an insurance Agents Statement that the required insurance limits are met, or are able to be obtained.
- D. The Non-collusion Affidavit, Sworn Statement under Ordinance No. 10-1990, Drug Free Workplace Form, and the Respondent's Insurance and Indemnification Statement must be submitted with bid along with other required attachments as specified.

5. DISQUALIFICATION OF BIDDER

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a bid in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the bids of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future proposals for the same work.
- B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or bid on a contract to provide any goods or services to a public entity, may not submit a proposal or bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: \$25,000.00
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- D. **LOBBYING AND CONFLICT OF INTEREST CLAUSE:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed LOBBYING AND CONFLICT OF INTEREST CLAUSE and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

6. EXAMINATION OF RFB and BID DOCUMENTS

- A. Each Bidder/Respondent shall carefully examine the RFB and other contract documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Bidder/Respondent will in no way relieve him of the obligations and responsibilities assumed under the contract.
- B. Should a Bidder/Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the County.

7. INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Bidder/Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders/Respondents prior to the established bid opening date. Each Bidder/Respondent shall acknowledge receipt of such addenda in his Bid/Proposal. In case any Bidder/Respondent fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each bidder/respondent will be bound by such addenda, whether or not received by him. It is the responsibility of each Bidder/Respondent to verify that he has received all addenda issued before responses are opened.

8. GOVERNING LAWS AND REGULATIONS

- A. The Bidder/Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Knowledge of occupational license requirements and obtaining such licenses for Monroe County and municipalities within Monroe County are the responsibility of the Bidder/Respondent.
- B. The Bidder/Respondent shall include in his bid prices all sales, consumer, use, and other taxes required to be paid in accordance with the law of the State of Florida and the County of Monroe.

9. PREPARATION OF BID

Signature of the Respondent/Bidder: The Bidder/Respondent must sign the bid forms in the space provided for the signature. If the Bidder/Respondent is an individual, the words "doing business as _____", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Bidder/Respondent is a corporation, the title of the officer signing the proposal on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the proposal must be submitted. The

Bidder/Respondent shall state in the Bid/Proposal the name and address of each person interested therein.

10. SUBMISSION OF BID

Interested firms or individuals shall submit two (2) signed originals and five(5) copies of the Bid in a sealed envelope or box **clearly marked on the outside**, with the Bidder's name and **"Bid – Food Service Meal Catering for Nutrition Program"**. If sent by mail or by courier, it shall be addressed and sent to Monroe County Purchasing Department, 1100 Simonton Street, Room 1-213, Key West, FL 33040, on or before 3:00 P.M. local time on Wednesday, March 1, 2006. Faxed or e-mailed proposals shall be automatically rejected.

Proposals not received at either the specified place or by the specified date and time, or both, will be rejected and returned unopened to the bidder.

All bids shall remain valid for a period of ninety (90) days from the date of opening.

11. CONTENT OF SUBMISSION

The bid submitted in response to this RFB shall be printed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. The bid shall be tabbed and bound in a loose leaf binder and tabbed as provided in these instructions. Statements submitted without the required information will not be considered. Bids shall be organized as indicated below. The bidder should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration. Each Bidder/Respondent must submit adequate documentation to certify the Bidder's/Respondent's compliance with the County's requirements. Bidder/Respondent should focus specifically on the information requested.

The following information, at a minimum, shall be included in the Submittal:

A. Tab 1. Cover Page

A cover page that states **"BID – FOOD SERVICE MEAL CATERING for NUTRITION PROGRAM"**. The cover page should contain Bidder's/Respondent's name, address, telephone number, and the name of the Bidder's/ Respondent's contact person.

B. Tab 2. General Information

1. A list of the entity's shareholders with five (5) percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; if unincorporated and not a partnership, the name(s) of owners.
2. A list of the officers and directors of the entity;
3. The number of years the entity has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the RFB;
4. The number of years the entity has operated under its present name and any prior names;
5. Whether, within the last five (5) years, an officer, general partner, controlling shareholder or major creditor of the bidder was an officer, general partner, controlling shareholder or major

creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for bids;

6. Customer references
7. Credit references
8. Financial statement for the most current year of operation.

C. Tab 3. Relevant Experience

The Bidder/Respondent shall provide a project history of the firm or organization demonstrating its experience similar to that requested in order to show its ability to comply with Paragraphs **2.A. 1 and 2.A.2 and 2.A. 4** of the Specifications.

D. Tab 4. Past Performance on Similar Projects

The Respondent shall provide a list of past clients along with the following:

- Name and full address
- Name and telephone number of client contact
- Date of initiation and completion of contract
- Summary of the services and area served.

E. Tab 5. Litigation

Answers to the following questions regarding claims and suits:

- a. Has the bidder ever failed to complete work or provide the goods for which it has contracted? (If yes, provide details.)
- b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the bidder, or its officers or general partners? (If yes, provide details.)
- c. Has the bidder, within the last five (5) years, been a party to any lawsuit or arbitration with regard to a contract for services, goods, or construction services similar to those requested in the RFP? (If yes, the Respondent shall provide a history of any past or pending claims and litigation in which the Respondent is involved as a result of the provision of the same or similar services which are requested or described herein.)
- d. Has the bidder ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods, or construction services? (If yes, provide details.)

F. Tab 6. County Forms, Licenses and Required Documents

Bidder/Respondent shall complete and execute the forms specified below:

1. Bid Form
2. Proof of Inspection by State Health Department, or comparable inspection from Florida Division of Professional Regulation, USDA or County Health Department. Provider must have had an inspection from the Department of Health within six months prior to submission of bid.
3. Civil Rights Compliance Form
4. Lobbying and Conflict of Interest Clause (Ethics Statement)
5. Non-Collusion Affidavit
6. Drug Free Workplace Form

7. Bidder's Insurance and Indemnification Statement

8. Insurance Agent's Statement

9. In addition, copies of all professional and occupational licenses shall be included in this section. A Monroe County occupational license is required to be obtained within ten days of award of the contract.

G. Tab 7. Table of Organization

An organizational chart of the food service establishment shall be provided, including identification of the individual (s) to be assigned by the Provider as having primary operational responsibility for operational control of this agreement and who would be responsible for overseeing food service and delivery to the Nutrition Program if a contract is executed.

H. Tab 8. Compliance with Specification Requirements

1. **Paragraph 2.A.8.** Description of Delivery System and proposed schedule.

2. **Paragraph 2.B.** Description of food furnished to show compliance with Food Purchasing and Preparation Standards.

3. **Paragraph 2.D.** Description of Emergency Meals and compliance with requirements.

4. **Paragraph 2. E.** Description of Equipment necessary to prepare the meals provided, and what bidder will provide.

5. **Paragraph 2.F.** Provide descriptions of operational systems in paragraphs 2.F.1-3.

6. **Paragraph 2.F.4.** Provide a copy of the Bidder/Respondent's food safety and sanitation program.

I. **In addition to the tabbed binders, provide a sample of the container in which frozen trays will be packed and shipped.**

J. **Provide a shelf stable meal with the bid package.**

K. **A plated frozen meal with dessert and bread and butter must be delivered to the Purchasing Department at the above address prior to the bid opening .**

12. MODIFICATION OF RESPONSES

Written modification will be accepted from Bidder/Respondents if addressed to the entity and address indicated in the Notice of Request for Bids and received prior to bid due date and time. Modifications must be submitted in a sealed envelope clearly marked on the outside, with the Respondents name and "**Modification to Bid – Meal Catering for Nutrition Program**". If sent by mail or by courier, the modification shall be addressed to the entity and address stated in the Notice of Request for Bids. Faxed or e-mailed modifications shall be automatically rejected.

13. RESPONSIBILITY FOR RESPONSE

The Bidder is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the County.

14. RECEIPT AND OPENING OF RESPONSES

Bids will be received until the designated time and will be publicly opened. Bids shall be read aloud at the appointed time and place stated in the Notice of Request for Proposals. Monroe County's representative authorized to open the Bids will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present.

15. DETERMINATION OF SUCCESSFUL BIDDER

The bid shall be awarded to the responsible bidder with the lowest conforming bid. The quality of the product and service is also a basis of the award and the bid may not be awarded to the lowest bidder. County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses that contain modifications, or are incomplete, unbalanced, conditional, obscure, or that contain additions not requested or irregularities of any kind, or that do not comply in every respect with the instruction to respondent and the contract documents, may be rejected at the option of the County.

16. AWARD OF BID

- A. The County reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the work contemplated. If bids are found to be acceptable by the County, written notice will be given to the selected bidder of the acceptance of his proposal.
- B. If the award of the bid is annulled, the County may award the bid to another respondent or the work may be re-advertised or may be performed by other qualified personnel as the County decides.
- C. The County also reserves the right to reject the bid of a respondent who has previously failed to perform properly or to complete projects of a similar nature on time.
- D. Award of a bid is contingent upon approval by the Monroe County Board of County Commissioners.
- E. The recommendation of staff shall be presented to the Board of County Commissioners of Monroe County, Florida, for final selection and award of contract.

17. EXECUTION OF CONTRACT

The Bidder/Respondent with whom a contract is negotiated shall be required to return to the County six (6) executed counterparts of the prescribed Agreement together with the required certificates of insurance.

18. CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS

The Bidder/Respondent shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Monroe County within fifteen (15) days after award of contract, with Monroe County BOCC listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Bidder/Respondent. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida. Companies shall have an A.M. Best rating of VI or

better. The required insurance shall be maintained at all times while Bidder/Respondent is providing service to County.

Worker's Compensation	Statutory Limits
Employers' Liability Insurance	\$100,000 Accident \$500,000 Disease, policy limits \$100,000 Disease each employee
General Liability, including Premises Operation Products and Completed Operations Blanket Contractual Liability Personal Injury Liability Expanded Definition of Property Damage	\$300,000 Combined Single Limit or \$100,000/person; \$300,000/occurrence \$50,000 Property Damage
Vehicle Liability (Owned, non-owned and hired vehicles)	\$100,000/Occurrence; \$50,000/Person; \$25,000/Property Damage or \$100,000 Combined Single Limit

MONROE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND VEHICLE LIABILITY POLICIES.

19. INDEMNIFICATION

The Bidder/Respondent to whom a contract is awarded shall defend, indemnify and hold harmless the County as outlined below:

The Bidder/Respondent covenants and agrees to indemnify, hold harmless and defend Monroe County, its commissioners, officers, employees, agents, and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Monroe County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Bidder/Respondent or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Bidder/Respondent, its Subcontractor(s) in any tier, their officers, employees, servants or agents.

In the event that the service is delayed or suspended as a result of the Bidder's failure to purchase or maintain the required insurance, the Bidder shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the respondent is consideration for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the contract.

BID FORM

BID TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
C/O PURCHASING DEPARTMENT
GATO BUILDING ROOM 1-213
1100 SIMONTON STREET
KEY WEST, FLORIDA 33040

BID FROM: _____

The undersigned, having authority to submit this bid, and having carefully examined the specifications, bid documents, and addenda thereto and other Contract Documents in the Request for Bids for

2006 FOOD SERVICE MEAL CATERING

and having become familiar with all local conditions including labor affecting the cost thereof, and having familiarized himself with material availability, Federal, State, and Local laws, ordinances, rules and regulations affecting performance of the work, does hereby propose to provide the meals as specified including delivery and any equipment necessary to prepare the meals along with the supplies and condiments, and all incidentals necessary in conformance with specifications, and other contract documents including addenda issued thereto.

1. Average Cost per Meal all meals of all types: \$ _____
Amount in Writing _____
2. Breakdown of Meal Cost:

Labor	_____	%
Food	_____	%
Supplies, including disposables	_____	%
Transportation	_____	%
Overhead	_____	%

I acknowledge receipt of Addenda No. (s) _____

I have included the Bid which includes the Bid Form _____, the Non-Collusion Affidavit _____, the Lobbying and Conflict of Interest Clause Form _____, and the Drug Free Workplace Form _____. In addition, I have included a current copy of Contractor's License _____, Monroe County Occupation License _____, Insurance Agents Statement _____, Respondent's Insurance & Indemnification Statement _____, and all requirements as stated in the Instruction to Bidders, Paragraph 4.

(Check mark items above, as a reminder that they are included.)

Mailing Address: _____ Telephone: _____

_____ Fax: _____

Signature : _____ Date: _____

Print Name and Title: _____